



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:

General Oil Site,
Ford Pond Operable Unit

Respondents:

Listed in Attachment A

) Docket No.

V-W. 04-C-111

)
) ADMINISTRATIVE ORDER BY
) CONSENT PURSUANT TO
) SECTION 106 OF THE
) COMPREHENSIVE ENVIRONMENTAL
) RESPONSE, COMPENSATION, AND
) LIABILITY ACT OF 1980,
) as amended, 42 U.S.C. §9606
)

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Consent Order") is entered into voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and the Respondents. This Consent Order provides for the performance of a removal action by Respondents, and resolution of claims by the United States for past response costs, at or in connection with the property known as Mill Pond or Ford Pond, located adjacent to the General Oil Site at 175 Railroad Street, Northville, Michigan, hereinafter referred to as the General Oil Site, Ford Pond Operable Unit ("Ford Pond Unit" or the "Site").

2. This Consent Order is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607, and 9622, as amended ("CERCLA"). This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

3. EPA has notified the State of Michigan of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondents recognize that this Consent Order has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the findings of facts, conclusions of law, and determinations in

Sections III and IV of this Consent Order. Respondents agree to comply with and be bound by the terms of this Consent Order and further agree that they will not contest the basis or validity of this Consent Order or its terms in any proceeding to enforce this Consent Order.

II. PARTIES BOUND

5. This Consent Order applies to and is binding upon U.S. EPA and upon all of the Respondents and their successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Consent Order.

6. Respondents have executed a separate, private agreement under which some of the Respondents have assumed responsibility to conduct the removal action and perform the Work required by this Consent Order, and other Respondents have agreed to provide some of the financing required for performance of the removal action. Respondent's separate agreement is reflected in this Consent Order as follows:

- a. Those Respondents listed in Attachment B hereto, designated as "Performing Parties," shall be obligated to comply fully with and be bound by all terms and conditions of this Consent Order, including the provisions of Sections VI, VII and VIII of this Consent Order regarding performance of the removal action required by this Consent Order.
- b. Those Respondents listed in Attachment C hereto, designated as "Non-Performing Parties," have agreed, pursuant to a private settlement agreement, to contribute funds to the Performing Parties to finance, in part, performance of the removal action required by this Consent Order. Except where stated specifically herein, the Non-Performing Parties shall be obligated to comply fully with and be bound by all terms and conditions of this Consent Order. Any protection provided to the Non-Performing Parties by this Consent Order shall apply only upon full compliance with the Consent Order by the Performing Parties.

7. Regardless of the provisions of Paragraph 6 above, all of the Respondents (Performing Parties and Non-Performing Parties) remain jointly and severally liable for carrying out all activities required by this Consent Order. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Consent Order, the remaining Respondents shall complete all such requirements, and shall be entitled to seek recovery or bring any other action allowed by law or pursuant to separate agreement among the Respondents regarding their participation in this Consent Order against those Respondents who fail to comply with the Consent Order for any reason, notwithstanding the contribution protection provision in Section XXII of this Consent Order.

8. Respondents shall ensure that their contractors, subcontractors and representatives comply with this Consent Order. Respondents shall be responsible for any noncompliance with their obligations under this Consent Order.

III. FINDINGS OF FACT

9. Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

- a. The General Oil Site, Ford Pond Operable Unit is located in a mixed commercial, industrial and residential area of Northville, Michigan. The Ford Pond Unit is located to the west of the General Oil property and a CSX Railroad right-of-way that borders it, and includes the pond, shoreline and property where PCB-contaminated oil has come to be located. Ford Pond is in Mill Pond Park, with public access to the contaminated area. The General Oil Site includes the Ford Pond Unit and General Oil property east of the CSX railroad tracks where oil storage and processing lagoons were formerly located. The Ford Pond Unit and broader General Oil Site boundaries are depicted schematically on Figure 1.
- b. A coal depot reportedly occupied the adjacent General Oil property between the late 1800s through 1950. Beginning in 1950, Mergraf Oil Company occupied the General Oil property and operated a used oil reprocessing facility. D.A. Stuart, Ltd., purchased the General Oil property in 1971, and sold it to General Oil in 1982. Mergraf Oil and D.A. Stuart used unlined lagoons on the northern part of the General Oil property to store and process waste oils. The lagoons were subsequently filled in and are no longer in use, but the manner in which they were closed is largely undocumented.
- c. In 1983, petroleum based product was observed seeping from the east bank of Ford Pond. Between 1983 and 1991, a series of investigations was conducted to determine the nature and extent of this oil seepage. These investigations concluded that oil in wells near Ford Pond was contaminated with polychlorinated biphenyls (PCBs).
- d. In 1991, at the request of the Michigan Department of Natural Resources, General Oil provided initial response action to manage the oil seep identified at Ford Pond. Oil booms and absorbent pads were installed along the eastern portion of the pond.
- e. In 1994, General Oil and D.A. Stuart installed an interceptor trench adjacent to the east bank of Ford Pond to collect oil. The collector trench continues to be operated at the Site by D.A. Stuart. Further response activities, in the form of a

bioremediation agent applied to the ground surface in the area between Ford Pond and the interceptor trench, were conducted by D.A. Stuart in September 2000.

- f. Between 1994 and 2002, several investigations were conducted by General Oil, D.A. Stuart, and the Michigan Department of Environmental Quality (MDEQ) to further characterize the Ford Pond Unit and the adjacent General Oil property.
- g. In April 2002, the MDEQ asked the U.S. EPA Superfund Program for assistance in stopping the PCB-contaminated oil from seeping into Ford Pond. A Site assessment conducted by U.S. EPA in June of 2002 confirmed that oil containing PCBs in the 25 to 150 parts per million (ppm) range was seeping into Ford Pond.
- h. Hazardous substances, PCBs at 150 ppm, have migrated from the area of the former lagoons on the General Oil property to the Ford Pond and are presently being released into the environment in a public park setting. This causes a direct contact threat to humans and animals that may use this park. The PCBs also enter the environment and may enter the food chain when they seep into Ford Pond.
- i. The PCBs identified in soil samples at the Ford Pond Site have clearly migrated through soils and are likely to continue to migrate through subsurface soils.
- k. Large storm events have the potential to increase the migration of PCBs to Ford Pond and downstream into the Rouge River.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

10. Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, U.S. EPA has determined that:

- a. The General Oil Site, Ford Pond Operable Unit is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. §9601(9).
- b. PCBs are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
- c. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).
- d. Respondents listed in Attachment A are persons U.S. EPA alleges either: own and operate part of the Site; previously, at the time of disposal of hazardous substances at the Site, owned and operated part of the Site; or arranged for processing or disposal or transport for disposal of hazardous substances at the

Site. Each Respondent therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. §9607(a).

- e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the Ford Pond Unit into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§9601(8) and (22).
- f. The conditions present at the Ford Pond Unit constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR §300.415(b)(2).
- g. The actual or threatened release of hazardous substances from the Ford Pond Unit may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. §9606(a).
- h. The removal action required by this Consent Order, if properly performed under the terms of this Consent Order, is consistent with the NCP. The removal action required by this Consent Order is necessary to protect the public health, welfare or the environment.

V. CONSENT ORDER

11. Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, and subject to Section II, Paragraphs 6 and 7 of this Consent Order, it is hereby ordered and agreed that the Respondents listed in Attachment B hereto as the Performing Parties shall comply with all the provisions of Sections VI and VII of this Consent Order, including but not limited to all documents attached to or incorporated into this Consent Order. Unless otherwise stated therein, any reference to "Respondents" in Section VI and VII of this Consent Order shall be understood to refer only to the Performing Parties.

VI. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR AND ON-SCENE COORDINATOR

12. Respondents shall perform the removal actions required by this Consent Order themselves or retain a contractor to implement the removal actions. Respondents have selected Conestoga-Rovers & Associates, Inc. ("CRA") to direct and generally oversee activities on behalf of the Respondents relating to work under this Consent Order. U.S. EPA hereby approves Respondent's use of CRA to perform such work. Respondents shall notify U.S. EPA of the name

and qualifications of any other contractors or subcontractors retained to perform work under this Consent Order at least 5 business days prior to commencement of such work. U.S. EPA retains the right to disapprove of any of the other contractors and/or subcontractors retained by Respondents. If U.S. EPA disapproves a selected contractor, such disapproval and reasons for disapproval shall be submitted in writing to Respondents. Respondents shall retain a different contractor within 5 business days following receipt of U.S. EPA's written disapproval and shall notify U.S. EPA of that contractor's name and qualifications within 7 business days after receipt of U.S. EPA's disapproval.

13. Respondents have designated Gregory A. Carli, P.E. of CRA as Respondent's Project Coordinator who shall be responsible for administration of all the Respondents' actions required by this Consent Order. U.S. EPA shall direct all submissions and notices required by this Consent Order to Respondents at 14496 Sheldon Road, Suite 200, Plymouth, Michigan, 48170; email: gcarli@craworld.com. Nevertheless, any notice or request to amend this Consent Order shall be directed to the representatives of the Respondents signing this Consent Order. To the greatest extent possible, Respondent's Project Coordinator shall be present on-Site or readily available during Site work. U.S. EPA retains the right to disapprove of any other Project Coordinator selected by the Respondents. If U.S. EPA disapproves a selected Project Coordinator, such disapproval and reasons for disapproval shall be submitted in writing to the Respondents. The Respondents shall retain a different Project Coordinator within 5 business days following receipt of U.S. EPA's written disapproval and shall notify U.S. EPA of that person's name and qualifications within 7 business days after receipt of U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any written notice or communication from U.S. EPA relating to this Consent Order shall constitute receipt by all Respondents.

14. U.S. EPA has designated Joseph Fredle of the Emergency Response Branch, U.S. EPA, Region 5, as its On-Scene Coordinator ("OSC"). Respondents shall direct all submissions required by this Consent Order to the OSC at 25089 Center Ridge Road, ME-W, Westlake, Ohio, 44145, by certified or express mail. Respondents shall also send a copy of all submissions to Reginald Pallesen, Associate Regional Counsel, U.S. EPA (C-14J), 77 West Jackson Boulevard, Chicago, Illinois, 60604-3590. Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant post-consumer waste paper content where possible) and using two-sided copies.

15. U.S. EPA and Respondents shall have the right, subject to the immediately preceding paragraph, to change their designated OSC or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

VII. WORK TO BE PERFORMED

16. Respondents shall perform the following removal actions, consistent with the attached Work Plan:

- a. Develop and implement a Site-specific Health and Safety Plan;
- b. Establish and maintain Site security;
- c. Prevent exposure to soils from the land adjacent to Ford Pond, in the area of the Site defined on Figure 1, that contain CERCLA hazardous substances, including PCBs, above levels considered to create a risk to public health or the environment.
- d. Dispose of all hazardous substances or pollutants or contaminants generated during the construction or operation of the removal action required by this Consent Order at approved off-Site disposal facilities in accordance with the U.S. EPA Off-Site Rule, 40 CFR §300.440, 58 Fed. Reg. 49215 (Sept. 22, 1993);
- e. Install a free-product barrier and recovery system to collect PCB-contaminated oil that continues to migrate toward Ford Pond;
- f. Conduct post-removal sampling and analysis to verify completion of the removal action;
- g. Backfill excavated areas with clean material; and
- h. Operate and maintain the recovery system installed as long as necessary to achieve cleanup criteria proposed by Respondents and approved by U.S. EPA.

17. Work Plan and Implementation

a. Respondents have submitted to U.S. EPA a Work Plan for performing the removal activities set forth above. The Work Plan provides a description of, and an satisfactory schedule for, the actions required by this Consent Order. The Work Plan is attached to this Consent Order as Appendix 1, and is hereby deemed approved by U.S. EPA.

b. Respondents shall implement the Work Plan in accordance with the schedule contained therein. The Work Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Consent Order. Respondents shall notify U.S. EPA at least 48 hours prior to performing any on-Site work pursuant to the U.S. EPA approved Work Plan. Respondents shall not commence or undertake any removal actions at the Site without prior U.S. EPA approval.

18. Health and Safety Plan. Respondents have submitted to U.S. EPA for review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Consent Order. This plan is attached as part of Appendix 1. This plan complies with applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 CFR Part 1910. Respondents shall implement the plan during the pendency of the removal action required under this Consent Order.

19. Quality Assurance Project Plan and Sampling

a. Respondents have submitted to U.S. EPA a plan that provides that all sampling and analyses performed pursuant to this Consent Order shall conform to applicable and relevant U.S. EPA direction, approval and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. This plan is attached as part of Appendix 1. The Respondents shall ensure that laboratories used to perform the analyses participate in a QA/QC program that complies with applicable and relevant U.S. EPA guidance. Respondents shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by U.S. EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Respondents shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

c. Upon request by U.S. EPA, the Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents or their contractors or agents while performing work under this Consent Order. Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity unless U.S. EPA agrees to a shorter notice period. U.S. EPA shall have the right to take any additional samples that it deems necessary. Upon request by the Respondents, U.S. EPA shall allow Respondents or its contractors to take split and/or duplicate samples of any samples collected by U.S. EPA. U.S. EPA shall provide the results of all analyses of such samples to Respondents upon U.S. EPA's receipt of the analytical results. Where practicable, U.S. EPA will provide notice to Respondents at least 1 business day in advance of U.S. EPA

sampling. However, U.S. EPA retains the authority to sample without such notice when it deems such sampling necessary.

20. Post-Removal Site Control. Respondents shall submit a Post-Removal Site Control Plan for post-removal Site control, including operation and maintenance of oil recovery and groundwater treatment systems installed, consistent with Section 300.415(l) of the NCP, 40 CFR §300.415(l), and OSWER Directive 9360.2-02. Upon U.S. EPA approval, Respondents shall implement the Post-Removal Site Control Plan and shall provide U.S. EPA with documentation of all post-removal Site control arrangements.

21. Reporting

a. Respondents shall submit a monthly written progress report to U.S. EPA concerning actions undertaken pursuant to this Consent Order, beginning 30 days after the Effective Date of this Consent Order, until U.S. EPA's approval of the Final Report under Section XXV of this Consent Order, unless otherwise directed in writing by the OSC. These reports shall thereafter be due by the 15th day of each succeeding month and shall describe all significant developments during the preceding month, including the work performed and any problems encountered, validated final analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Any Respondent that owns any portion of the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Consent Order to the transferee and written notice of the proposed conveyance to U.S. EPA and the State. The notice to U.S. EPA and the State shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section VIII (Site Access) of this Consent Order.

22. Final Report

a. Within 60 calendar days after receipt of all manifests, validated final analytical and QA/QC data, and completion of all Work required under this Consent Order, except for any continuing obligations required by this Consent Order (e.g., monitoring, source control measures operation, and record retention), Respondents shall submit for U.S. EPA review and approval a final report summarizing the actions taken to comply with this Consent Order ("Final Report"). The Final Report shall conform to the requirements set forth in Section 300.165 of the NCP, 40 CFR §300.165. The Final Report shall also include a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the final validated analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, permits, and certificates of disposal).

b. The Final Report shall also include the following certification signed by a person who supervised or directed the preparation of the Final Report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate and complete.

23. Off-Site Shipments All hazardous substances, pollutants or contaminants removed off-Site pursuant to this Consent Order for treatment, storage or disposal shall be treated, stored or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 CFR §300.440.

VIII. SITE ACCESS

24. Respondents shall provide or obtain access to those areas of the Site to which access is necessary to implement this Consent Order. Respondents shall provide U.S. EPA, the State, and their representatives, including contractors, with access at all reasonable times to those areas of the Site to which Respondents have access, for the purpose of conducting any activity related to this Consent Order.

25. Where work under this Consent Order is to be performed in areas of the Site owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 3 business days after the Effective Date of this Consent Order, or such longer period as specified or agreed to in writing by the OSC. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall as soon as reasonably practicable, notify U.S. EPA if, after using their best efforts, they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. U.S. EPA shall then assist Respondents in gaining access, to the extent necessary to effectuate the removal actions described herein, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all costs and attorneys' fees incurred by the United States in obtaining such access that are not inconsistent with the NCP.

26. Notwithstanding any provision of this Consent Order, U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

IX. ACCESS TO INFORMATION

27. Respondents shall provide to U.S. EPA and the State, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Order, including,

but not limited to: sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work required by this Consent Order. Respondents shall also make available to U.S. EPA and the State, for purposes of investigation, information gathering or testimony, their employees, agents or representatives with knowledge of relevant facts concerning the performance of the Work.

28. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to U.S. EPA and the State under this Consent Order to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. §9604(e)(7), and 40 CFR §2.203(b). Documents or information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 CFR Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA or the State, or if U.S. EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 CFR Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents.

29. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, Respondents shall provide U.S. EPA with the following: 1) the title of the document, record or information; 2) the date of the document, record or information; 3) the name and title of the author of the document, record or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record or information; and 6) the privilege asserted by Respondents. However, no final documents, final reports or other non-privileged information created or generated pursuant to the requirements of this Consent Order shall be withheld on the grounds that they are privileged.

30. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

X. RECORD RETENTION

31. Respondents shall submit to U.S. EPA, upon written request during the 6-year retention period described in the succeeding paragraph, the results of all sampling or tests and all other data generated by Respondents or its contractor(s) or on Respondent's behalf during implementation of this Consent Order, and all records and documentation related to conditions at the Site and the actions conducted pursuant to this Consent Order.

32. Respondents shall also preserve all such data, documents and information, in their possession or the possession of their contractors, subcontractors or representatives for 6 years following completion of the removal actions required by this Consent Order. Any information that Respondents are required to provide or maintain pursuant to this Consent Order is not subject to the Paperwork Reduction Act of 1995, 44 U.S.C. §3501 et seq.

33. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by U.S. EPA.

XI. COMPLIANCE WITH OTHER LAWS

34. Respondents shall perform all actions required pursuant to this Consent Order in accordance with all applicable local, state and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. §9621(e), 40 CFR §300.400(e), and 40 CFR §300.415(j). In accordance with 40 CFR §300.415(j), all on-Site actions required pursuant to this Consent Order shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws.

XII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

35. If any incident, or change in Site conditions, during the activities conducted pursuant to this Consent Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If Respondents fail to respond, U.S. EPA may respond to the release or endangerment and reserves the right to recover costs associated with that response.

36. Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Respondents shall also comply with any other applicable notification requirements, including those in Section 103 of CERCLA, 42 U.S.C. §9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §11004.

XIII. AUTHORITY OF THE U.S. EPA ON-SCENE COORDINATOR

37. The OSC shall be responsible for overseeing the implementation of this Consent Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct or direct any work required by this Consent Order, or to direct any other response action undertaken by U.S. EPA or Respondents at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XIV. FORGIVENESS OF PAST RESPONSE COSTS

38. U.S. EPA hereby exercises its authority under the Orphan Share Policy to waive recovery from Respondents of past response costs incurred by U.S. EPA in regard to this response action. Such costs shall include all direct and indirect costs incurred by U.S. EPA for this response action up to the Effective Date of this Consent Order. Further, U.S. EPA agrees that claims for past response costs incurred are a matter addressed by this Consent Order for purposes of the contribution protection under Section XXII of this Consent Order.

XV. PAYMENT OF FUTURE RESPONSE COSTS

39. Respondents shall make a lump-sum payment to U.S. EPA in the amount of \$50,000 to satisfy Respondents' obligation for Future Response Costs. For purposes of this Consent Order, Future Response Costs means costs of removal incurred by U.S. EPA after the Effective Date of this Consent Order and related to the oversight of the specific removal action to be conducted by the Performing Parties under this Consent Order. "Oversight costs" are all costs, including, but not limited to, direct and indirect costs, that United States incurs in overseeing work at the Site and in reviewing or developing plans, reports and other items pursuant to this Consent Order.

40. Within 30 days after the Effective Date of this Consent Order, Respondents shall remit payment for Future Response Costs to U.S. EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Respondents by Region 5. The payment shall be designated as "Future Response Costs - General Oil Site, Ford Pond Operable Unit" and shall reference the payer's name and address, the U.S. EPA site identification number "B53S", and the docket number of this Consent Order.

41. Respondents shall simultaneously transmit a notice of the EFT and the payment designation statement to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590.

42. The total amount to be paid by Respondents pursuant to Paragraph 39 shall be deposited in the General Oil/Ford Pond Special Account within the EPA Hazardous Substance

Superfund to be retained and used to conduct or finance the response action and Future Response Costs required by this Consent Order.

43. In the event that any payment is not made within the deadlines described in this Section, Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. §9607(a). The interest shall begin to accrue on the date on which payment is due under this Section. Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section.

44. For purposes of this Consent Order, Future Response Costs does not include oversight or response costs which may be incurred by the State of Michigan, the MDEQ, or other State agencies, departments or subdivisions in relation to the removal action to be conducted by the Performing Parties under this Consent Order. Response costs which have been or may be incurred by the State or its agencies, departments or subdivisions are not addressed by this Consent Order.

XVI. DISPUTE RESOLUTION

45. The parties to this Consent Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Consent Order.

46. If Respondents object to any U.S. EPA action taken pursuant to this Consent Order. Respondents shall notify U.S. EPA in writing of their objections within 10 business days after such action, unless the objections have been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which Respondents rely. U.S. EPA shall submit its Statement of Position, including supporting documentation, to the Director of the Superfund Division, U.S. EPA, Region 5 and serve the same on Respondents no later than 10 business days after receipt of the written notice of dispute. In the event that these 10-business day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, written notice by U.S. EPA. The time periods for exchange of written documents relating to disputes over billings for response costs may be extended by agreement of the parties.

47. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA, Region 5, shall resolve the dispute consistent with the NCP and the terms of this Consent Order.

48. Respondents' obligations under this Consent Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

49. Any reference to Respondents in this Section XVII shall be understood to refer only to the Performing Parties. Respondents agree to perform all requirements under this Consent Order within the time limits established under this Consent Order, unless the performance is delayed by a *force majeure* event. For purposes of this Consent Order, a *force majeure* event is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to, their contractors and subcontractors, that delays or prevents performance of any obligation under this Consent Order despite Respondents' best efforts to fulfill the obligation. Respondents' failure to obtain access to an area or areas owned by or in the possession of someone other than Respondents, despite good faith attempts to do so, utilizing best efforts, as described in Section VIII, Paragraph 25, of this Consent Order, may constitute a *force majeure* event. A *force majeure* event does not include financial inability to complete the work or increased cost of performance.

50. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Order, whether or not caused by a *force majeure* event, Respondents shall notify U.S. EPA orally within 48 hours after Respondents first knew that the event was likely to cause such a delay. Within 7 business days thereafter, Respondents shall provide to U.S. EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

51. If U.S. EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Consent Order that are affected by the *force majeure* event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, U.S. EPA will notify Respondents in writing of its decision. If U.S. EPA agrees that the delay is attributable to a *force majeure* event, U.S. EPA will notify

Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED AND STATUTORY PENALTIES

52. Any reference to Respondents in this Section XVIII shall be understood to refer only to the Performing Parties. Subject to Section XVII of this Consent Order relating to *force majeure* events and Section VIII of this Consent Order relating to Respondent's inability to obtain access, for each day, or portion thereof, that Respondents fail to fully perform any requirement of this Consent Order in accordance with the schedule established pursuant to this Consent Order, Respondents shall be liable as follows:

	<u>Per Day during First Week or Part Thereof</u>	<u>Per Day during Each Following Week or Part Thereof</u>
Failure to Commence Implementation of the Work Plan	\$2,000	\$3,000
Failure to Meet any Scheduled Deadline in the Work Plan	\$2,000	\$3,000
Failure to Submit Monthly Reports	\$500	\$1,000

53. Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Consent Order. Stipulated penalties accrue and are assessed per violation per day. Stipulated penalties shall accrue regardless of whether U.S. EPA has notified Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondents' obligation to complete the performance of the work required under this Consent Order.

54. Following U.S. EPA's determination that Respondents have failed to comply with a requirement of this Consent Order, U.S. EPA may send Respondents a written demand for payment of stipulated penalties. Any such written demand shall identify the non-compliance that is the basis for the demand and explain U.S. EPA's calculation of the amount claimed to be due. Within 30 days of receipt of the written demand from U.S. EPA, Respondents shall make payment to U.S. EPA or dispute all or part of the written demand. Interest shall accrue on late payments as specified below. If any dispute is resolved before payment is due, the amount due

will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondents shall pay the full amount of the uncontested stipulated penalties into the EPA Hazardous Substance Fund as specified above on or before the due date.

55. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of U.S. EPA's decision.

56. Violation of any provision of this Consent Order may subject Respondents to civil penalties of up to twenty-seven thousand five hundred dollars (\$27,500) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. §9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. §9607(c)(3). Should Respondents violate this Consent Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. §9604, and/or may seek judicial enforcement of this Consent Order pursuant to Section 106 of CERCLA, 42 U.S.C. §9606.

57. Payments for stipulated penalties shall be remitted by a cashier's or certified check made payable to the "EPA Hazardous Substance Superfund" to the following address:

U.S. Environmental Protection Agency
Program Accounting & Analysis Section
P.O. Box 70753
Chicago, Illinois 60673

58. Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Any such payment shall reference the payer's name and address, the U.S. EPA site identification number (B53S), and the docket number of this Order.

59. In the event that any payment is not made within the deadlines described above, Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. §9607(a). The interest shall begin to accrue on the date Respondents' remittance is due and continue through the date of the payment. Payments of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section.

60. Notwithstanding any other provision of this Section, U.S. EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Order.

XIX. COVENANT NOT TO SUE

61. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Consent Order, and except as otherwise specifically provided in this Consent Order, U.S. EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§9606 and 9607(a), for performance of the Work and for recovery of Past Response Costs and Future Response Costs related to the specific removal action to be conducted by the Performing Parties under this Consent Order. This covenant not to sue shall take effect upon the Effective Date of this Consent Order and is conditioned upon the complete and satisfactory performance by Respondents of all obligations under this Consent Order, including, but not limited to, payment of Future Response Costs pursuant to Section XV of this Consent Order. This covenant not to sue extends to all of the Respondents, but does not extend to any other person.

XX. RESERVATION OF RIGHTS

62. Except as specifically provided in this Consent Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Consent Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

XXI. OTHER CLAIMS

63. By issuance of this Consent Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Consent Order. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this Consent Order.

64. Except as expressly provided in Section XIX (Covenant Not To Sue), nothing in this Consent Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Consent Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any

claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§9606(a), 9607(a).

65. This Consent Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §9611(a)(2). The Respondents waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Consent Order. No action or decision by U.S. EPA pursuant to this Consent Order nor the issuance of this Consent Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. §9613(h).

XXII. CONTRIBUTION PROTECTION

66. With regard to claims for contribution against Respondents for matters addressed in this Consent Order, the parties hereto agree that Respondents are entitled to protection from contribution actions or claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§9613(f)(2) and 9622(h)(4).

67. Nothing in this Consent Order precludes the parties from asserting any claims, causes of action or demands against any persons not parties to this Consent Order for indemnification, contribution or cost recovery.

XXIII. INDEMNIFICATION

68. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees, and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents and Respondents' officers, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors, or assigns, in carrying out actions pursuant to this Consent Order. Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. Nothing in this Consent Order, however, requires indemnification by Respondents for any claim or cause of action against the United States based on negligent or other wrongful action taken solely and directly by U.S. EPA (not including oversight or approval of plans or activities of the Respondents).

69. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

XXIV. MODIFICATIONS

70. Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 5 business days; however, the effective date of the modification shall be the date of the OSC's oral direction. Any other requirements of this Consent Order may be modified in writing by mutual agreement of the parties.

71. If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

72. No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of their obligations to obtain such formal approval as may be required by this Consent Order, and to comply with all requirements of this Consent Order unless it is formally modified.

XXV. NOTICE OF COMPLETION

73. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all work has been fully performed in accordance with this Consent Order, except for any continuing obligations required by this Consent Order (e.g., payment of costs, monitoring, source control measures operation, and record retention), U.S. EPA will provide written notice to Respondents that Respondent's non-continuing obligations under this Consent Order have been satisfactorily completed in compliance with this Consent Order. If U.S. EPA determines that any such work has not been completed in accordance with this Consent Order, U.S. EPA will notify the Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate to correct such deficiencies. The Respondents shall implement the modified and approved Work Plan and shall thereafter submit a modified Final Report in accordance with the U.S. EPA notice for review and approval by the U.S. EPA in accordance with this Section. Failure to implement the approved modified Work Plan shall be a violation of this Consent Order.

XXVI. PUBLIC COMMENT

74. Final acceptance by U.S. EPA of Section XIV (Forgiveness of Past Response Costs) of this Consent Order shall be subject to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i), which requires U.S. EPA to publish notice of the proposed settlement in the Federal Register, to provide persons who are not parties to the proposed settlement an opportunity to comment, solely, on the cost recovery component of the settlement, and to consider comments filed in determining whether to consent to the proposed settlement. U.S. EPA may withhold consent from, or seek to

modify, all or part of Section XIV of this Consent Order if comments received disclose facts or considerations that indicate that Section XIV of this Order is inappropriate, improper or inadequate. Otherwise, Section XIV shall become effective when U.S. EPA issues notice to Respondents that public comments received, if any, do not require that U.S. EPA modify or withdraw from Section XIV of this Consent Order.

XXVII. SEVERABILITY

75. If a court issues an order that invalidates any provision of this Consent Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Consent Order, Respondents shall remain bound to comply with all provisions of this Consent Order not invalidated by or determined to be subject to a sufficient cause defense by the court's order.

76. This Consent Order and its attachments constitute the final, complete and exclusive agreement and understanding among the parties with respect to the settlement embodied in this Consent Order. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order and the separate, private settlement agreement between the Respondents. The following attachments are attached to and incorporated into this Consent Order:

Figure 1	Map of Site
Attachment A	List of Respondents
Attachment B	List of Performing Parties
Attachment C	List of Non-Performing Parties
Appendix 1	Removal Action Work Plan

XXVIII. EFFECTIVE DATE

77. This Consent Order shall be effective upon receipt by Respondents of a copy of this Order signed by the Director, Superfund Division, U.S. EPA, Region 5, with the exception of Section XIV (Forgiveness of Past Response Costs) of this Consent Order, which shall be effective when U.S. EPA issues notice to Respondents that public comments received, if any, do not require U.S. EPA to modify or withdraw from Section XIV of this Consent Order.

SIGNATORIES

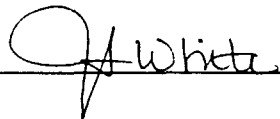
Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind such signatory, its directors, officers, employees, agents, successors, and assigns, to this document.

Agreed this 20th day of Oct, 2003.

FOR: Allied Waste Systems, Inc.

 Performing Party

X Non-Performing Party

By: 

Title: Corporate Secretary

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind such signatory, its directors, officers, employees, agents, successors, and assigns, to this document.

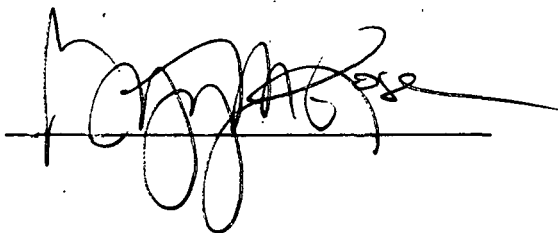
Agreed this 28th day of OCTOBER, 2003.

FOR: DAIMLERCHRYSLER CORPORATION

☒ Performing Party

☐ Non-Performing Party

By:



Title:

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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Agreed this 23 day of OCTOBER, 2003.

FOR: D. A. Stuart Company, Inc.

☒ Performing Party

☐ Non-Performing Party

By: _____

Title: VICE PRESIDENT - OPERATIONS

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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Agreed this 29th day of October, 2003.

FOR: Delph. Corporation

☒ Performing Party

☐ Non-Performing Party

By: [Signature]

Title: Executive Director
Facilities Services Group

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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Agreed this 17th day of OCTOBER, 2003.

FOR: FORD MOTOR COMPANY

☒ Performing Party

☐ Non-Performing Party

By: 

Title: ASSISTANT SECRETARY

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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Agreed this 21 day of Oct., 2003.

FOR: GENERAL MOTORS CORPORATION

☒ Performing Party

☐ Non-Performing Party

By: Nicelle L. Justice

Title: Attorney

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES


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Agreed this 27TH day of OCTOBER, 2003.

FOR: GENERAL OIL CO. INC.

☒ Performing Party

☐ Non-Performing Party

By: 
TIMOTHY A. WESTERDALE

Title: PRESIDENT

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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Agreed this 22 day of October, 2003.

FOR: EATON CORPORATION

 Performing Party

 X Non-Performing Party

By: 
Earl R. Franklin

Title: Vice President and Secretary

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind such signatory, its directors, officers, employees, agents, successors, and assigns, to this document.

Agreed this 27th day of October, 2003.

FOR: HONEYWELL INTERNATIONAL INC.

☐ Performing Party

☒ Non-Performing Party

By: 

Title: Deputy General Counsel-Environmental

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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Agreed this 20th day of October 2003.

FOR: Indiana Michigan Power Company

 Performing Party

 x Non-Performing Party

By:



Glenn M. Files

Title: Vice President

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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Agreed this 22nd day of October, 2003.

FOR: LucaVinity Automotive Holding Co. (as successor to Mussey Ferguson)

☐ Performing Party

☒ Non-Performing Party

By:

Title: Vice-President & General Counsel

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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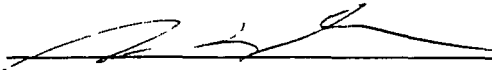
Agreed this 15 day of OCTOBER, 2003.

FOR: OWENS ILLINOIS, INC

 Performing Party

X Non-Performing Party

By:



Title: President

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

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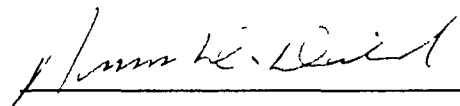
Agreed this 17th day of Oct, 2003.

FOR: Reynolds Metals Company

 Performing Party

☒ Non-Performing Party

By:


Ronald D. Dickel

Title:

Vice President

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind such signatory, its directors, officers, employees, agents, successors, and assigns, to this document.

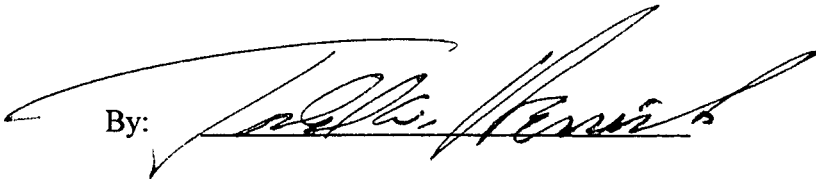
Agreed this 21st day of October, 2003.

FOR: Tecumseh Products Company

 Performing Party

 X Non-Performing Party

By:

A handwritten signature in black ink, appearing to read "Robert W. Kinn", is written over a horizontal line.

Title: Chairman, President & CEO

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

IT IS SO ORDERED AND AGREED

BY:



William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

DATE:

11/25/03

IN THE MATTER OF:

General Oil Site, Ford Pond Operable Unit
Northville, Wayne County, Michigan
Administrative Order by Consent Pursuant to Section 106 of CERCLA

Attachment A

List of Respondents

Allied Waste Systems, Inc.
DaimlerChrysler Corporation
D.A. Stuart Company, Inc.
Delphi Corporation
Eaton Corporation
Ford Motor Company
General Motors Corporation
General Oil Corporation
Honeywell, Inc.
Indiana Michigan Power Company
LucasVarity Automotive Holding Company (as successor to Massey-Ferguson)
Owens-Illinois, Inc.
Reynolds Metals Company
Tecumseh Products Company

In the Matter of: General Oil Site, Ford Pond Operable Unit
Administrative Order by Consent Pursuant to Section 106 of CERCLA

Attachment B

List of Performing Parties

DaimlerChrysler Corporation
D.A. Stuart Company, Inc.
Delphi Corporation
Ford Motor Company
General Motors Corporation
General Oil Corporation

In the Matter of: General Oil Site, Ford Pond Operable Unit
Administrative Order by Consent Pursuant to Section 106 of CERCLA

Attachment C

List of Non-Performing Parties

Allied Waste Systems, Inc.

Eaton Corporation

Honeywell, Inc.

Indiana Michigan Power Company

LucasVarity Automotive Holding Company (as successor to Massey-Ferguson)

Owens-Illinois, Inc.

Reynolds Metals Company

Tecumseh Products Company

In the Matter of: General Oil Site, Ford Pond Operable Unit

Administrative Order by Consent Pursuant to Section 106 of CERCLA